

DURHAM



1869  
CITY OF MEDICINE

CITY OF DURHAM

*101 City Hall Plaza  
Third Floor  
Durham, North Carolina 27701*  
Request for Proposal (RFP) for  
Installation of Solar Energy Power AVL Systems  
in Durham

**Date of Issue: March 18, 2013**

The city of Durham is seeking proposals from qualified vendors for upto 11 Solar Energy kits to power upto 11 passenger Advisory (outdoor) AVL Signs at select Bus Shelter locations throughout the City of Durham.

<b>Project Manager</b>	Pierre Owusu
<b>Project Manager Department</b>	Transportation
<b>Project Manager Telephone Number</b>	560-1535 x36214
<b>Project Manager E-mail</b>	Pierre.osei-owusu@durhamnc.gov

Table of Contents

**STANDARD PROVISIONS ..... 3**

    GENERAL ..... 3

    NCDOT STANDARD NOTES ..... 3

    CONTRACT TIME AND LIQUIDATED DAMAGES..... 4

    AUTHORITY OF THE PROJECT MANAGER..... 5

    CLAIMS FOR ADDITIONAL COMPENSATION OR EXTENSION OF TIME..... 5

    DEFAULT OF CONTRACT..... 5

    EXTENSION OF CONTRACT TIME..... 5

    INSPECTION..... 5

    LIABILITY INSURANCE..... 6

    MATERIALS AND TESTING ..... 7

    PAYMENT ..... 7

    SUPERVISION BY CONTRACTOR ..... 8

    SAFETY AND ACCIDENT PROTECTION ..... 8

    SUBLETTING OF CONTRACT ..... 8

    TEMPORARY SUSPENSION OF WORK ..... 8

    TRAFFIC CONTROL AND WORK ZONE SAFETY ..... 9

    UTILITY CONFLICTS..... 9

    IDENTIFYING AND TAGGING OF WIRING ..... 10

**STANDARD SPECIAL PROVISIONS ..... 11**

    PROSECUTION AND PROGRESS..... 11

    CONTRACTOR’S LICENSE REQUIREMENTS GENERAL: ..... 11

    ELECTRICAL REQUIREMENTS GENERAL: ..... 11

    CONSTRUCTION METHODS GENERAL:..... 12

    DISADVANTAGED BUSINESS ENTERPRISE (MUNICIPALITIES): ..... 13

    CERTIFICATION FOR FEDERAL-AID CONTRACTS: ..... 26

    U.S. DEPARTMENT OF TRANSPORTATION HOTLINE:..... 26

    LOCATING EXISTING UNDERGROUND UTILITIES: ..... 27

    GIFTS FROM VENDORS AND CONTRACTORS: ..... 27



PROCEDURE FOR MONITORING BORROW PIT DISCHARGE:.....	27
EMPLOYMENT:.....	29
AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS .....	29
ERRATA.....	30
PLANT AND PEST QUARANTINES (Imported Fire Ant, Gypsy Moth, Witchweed, And Other Noxious Weeds) .....	31
AWARD OF CONTRACT.....	32
MINORITY AND FEMALE EMPLOYMENT REQUIREMENTS .....	32
REQUIRED CONTRACT PROVISIONS FEDERAL - AID CONSTRUCTION CONTRACTS .....	36
ON-THE-JOB TRAINING .....	51
MINIMUM WAGES GENERAL DECISION NC120093 01/06/2012 NC93 .....	54
SUBMISSION OF RECORDS - FEDERAL-AID PROJECTS:.....	59
<b>PROJECT SPECIAL PROVISIONS.....</b>	<b>60</b>
CURRENT AVL SIGNS: .....	61
SOLAR POWER KIT:.....	62
<b>SITE SPECIFICATIONS AND LOCATIONS.....</b>	<b>64</b>
Raynor St at The Village (Outbound Routes 16, 3, and 13) .....	64
Raynor St at The Village (Inbound Routes 3, 16, 13) .....	65
Club Blvd at Dollar Ave (Opposite Northgate Mall, Inbound Route 1) .....	66
Lawson St at Durham Tech (Route 8 Inbound) .....	67
University Dr at Westgate (Inbound Route 10) .....	68
Fayetteville St at Pilot St (Inbound Route 5).....	69
Fayetteville St at Pekoe (Inbound Route 5, 13) .....	70
Fayetteville St at Brant (Outbound Route 5) .....	71
Durham Regional Hospital (Outbound Route 4).....	72
Durham Regional Hospital (Inbound 4, 7).....	73
New Hope Commons (Inbound Route 10).....	74
<b>APPENDIX.....</b>	<b>75</b>
DISADVANTAGED BUSINESS ENTERPRISE FORM .....	76
CONTRACT SAFETY RECORD INFORMATION.....	77
BID FORM .....	83

## STANDARD PROVISIONS

### GENERAL

This contract is for the installation of solar energy power kits within the City of Durham. All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the 2012 North Carolina Department of Transportation Standard Specifications for Roads and Structures, the 2012 North Carolina Department of Transportation Roadway Standards Drawings, the current edition of the Manual of Uniform Traffic Control Devices (MUTCD), all current City of Durham licensing, insurance and Inspection regulations.

**The Contractor will furnish all equipment, material, and labor necessary to complete this project.**

The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the Standard Specifications.

### NCDOT STANDARD NOTES (Federal Aid)

(4-1-12)

- A. NCDOT Standard Specifications – The 2012 North Carolina Department of Transportation *Standard Specifications for Roads and Structures*, herein referred to as the 'Standard Specifications', and the 2012 *Roadway Standard Drawings*, shall apply to all portions of this project except as may be modified by this document.
- B. Bidder Prequalification - Bidders are required to be prequalified with NCDOT for their specific discipline. Contractors wishing to become prequalified may obtain information through the NCDOT website at: <http://www.ncdot.gov/business/ocs>.
- C. Award of Contract - The contract will be awarded to the lowest responsible, responsive bidder. Alternate items will not be considered in determining the low bidder and will only be evaluated after the award of the contract is made.
- D. Contractor Licensing – On all Federal-aid contracts, non-licensed contractors are permitted to submit bids, however they must be licensed prior to performing any work. Bidders are permitted 60 days, after bid opening, to become licensed by the North Carolina Licensing Board. If they fail to do so within 60 days, their bid will be considered non-responsive and will be rejected. If the successful bidder does not hold the proper license to perform any plumbing, heating, air conditioning, or electrical work in this contract, he will be required to sublet such work to a contractor properly licensed in accordance with *Article 2 of Chapter 87 of the General Statutes* (licensing of heating, plumbing, and air conditioning contractors) and *Article 4 of Chapter 87 of the General Statutes* (licensing of electrical contractors).
- E. Bonds - Please note that all Bid Bonds, Payment Bonds, and Performance Bonds required for this project, shall be those found on the NCDOT website. The bonds are located at:

Bid Bonds (M-5):

[http://www.ncdot.gov/doh/preconstruct/ps/Word/Other/LGA\\_Bid\\_Bond.doc](http://www.ncdot.gov/doh/preconstruct/ps/Word/Other/LGA_Bid_Bond.doc)

Payment Bonds (M-6):

[http://www.ncdot.gov/doh/preconstruct/ps/Word/Other/LGA Payment Bonds.doc](http://www.ncdot.gov/doh/preconstruct/ps/Word/Other/LGA%20Payment%20Bonds.doc)

Performance Bonds (M-7):

[http://www.ncdot.gov/doh/preconstruct/ps/Word/Other/LGA Performance Bonds.doc](http://www.ncdot.gov/doh/preconstruct/ps/Word/Other/LGA%20Performance%20Bonds.doc)

- F. Liability Insurance – In addition to any insurance requirements as may be required by the LGA, the Contractor is obligated to comply with Article 107-15 of the *Standard Specifications* including the dollar limits set forth.
- G. Buy America – This project shall be governed by the Buy America requirements, for the use of domestic steel and iron products, as outlined in the *Standard Specifications*.
- H. Proprietary Items - When a proprietary (brand name) product, whether material, equipment or procedure, are specified in the plans or specifications, they are used only to denote the style, type, character, and quality desired of the product. They do not restrict the bidder from proposing other brands, makes, or manufacturers, which are determined to be of equal quality. The approval, or disapproval of those products, will be made by the Project Manager prior to allowing those product(s) or material(s) to be incorporated into the work.
- I. Retainage by LGAs – The LGA for this contract will not retain any amount or percentage from progress payments or final estimates due the contractor.  
  
Retainage by Contractors – Contractors is NOT permitted to retain any amount or percentage from monies due their subcontractors or material suppliers on federally funded projects except as permitted by Subarticle 109-4(B) of the *Standard Specifications*.
- J. Traffic Control –The requirements of the *Manual on Uniform Traffic Control Devices (MUTCD)* – FHWA, as amended by the *NCDOT Supplement to MUTCD*, shall apply. Traffic Control, both vehicular and pedestrian, shall be maintained throughout the project as required by these specifications as modified by the project plans or special provisions.

#### **CONTRACT TIME AND LIQUIDATED DAMAGES**

The date of availability for this project is TBD. The Contractor may begin work prior to the date of availability upon approval of the Project Manager or his duly authorized representative. If such approval is given, and the Contractor begins work prior to the date of availability, the City of Durham Transportation Department will assume no responsibility for any delays caused prior to the date of availability by any reason whatsoever, and such delays, if any, will not constitute a valid reason for extending the completion date.



No work will be permitted and no purchase order will be issued until all required bonds and prerequisite conditions and certifications have been satisfied.

The Contractor shall submit his bid for a one-year period. The specific locations of work will be disseminated on the day of the Notice to Proceed. The contract will end 365 calendar days after notice to proceed.

**Liquidated damages for this contract are Five Hundred Dollars (\$500.00) per calendar day, and will be charged for each calendar day, beyond the 365 day limit unless otherwise approved by the Project Manager in writing.**

#### **AUTHORITY OF THE PROJECT MANAGER**

The Project Manager for this project shall be the City of Durham's Project Manager, acting directly or through his duly authorized representatives.

The Project Manager will decide all questions that may arise as to the quality and acceptability of work performed and as to the rate of progress of the work; all questions that may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the Contractor. The Project Manager's decision shall be final, and the Project Manager shall have executive authority to enforce and make effective such decisions.

#### **CLAIMS FOR ADDITIONAL COMPENSATION OR EXTENSION OF TIME**

Any claims for additional compensation and/or extensions of the completion date shall be submitted to the City of Durham Project Manager with detailed justification within thirty (30) days after receipt of the final invoice payment. The failure of the Contractor to submit the claim(s) within thirty days shall be a bar to recovery.

#### **DEFAULT OF CONTRACT**

The Department of Transportation shall have the right to declare default of contract for breach by the Contractor of any material term or condition of the contract. Default of contract shall be in accordance with the terms, conditions, and procedures of Article 108-9 of the Standard Specifications.

#### **EXTENSION OF CONTRACT TIME**

Failure on the part of the Contractor to furnish bonds, or certifications or to satisfy preliminary requirements necessary to issue the purchase order will not constitute grounds for extension of the contract time. If the Contractor has fulfilled all preliminary requirements for the issuance of a purchase order, and the purchase order authorization is not available by the date of availability, the Contractor shall be granted an extension equal to the number of calendar days the purchase order authorization is delayed after the date of availability.

#### **INSPECTION**

All work shall be subject to inspection by the Project Manager at any time. Routinely, the Project Manager will make periodic inspections of the completed work. It will be the responsibility of the Contractor to keep the Project Manager informed of his proposed work plan and to submit written reports of work accomplished on a frequency to be determined by the Project Manager.

## **LIABILITY INSURANCE**

The Contractor shall obtain from an insurance company, duly authorized to do business in North Carolina, Public Liability and Property Damage Insurance to protect his company and subcontractors performing work covered under this contract from claims, which may arise from operations under this contract. Insurance coverage shall be maintained during the life of this contract and shall extend to operations performed by the Contractor or his subcontractors, and by anyone employed directly or indirectly by either of them.

Contractor shall maintain insurance not less than the following:

### **Commercial General Liability, Covering**

- Premises/operations
- Products/completed operations
- Broad form property damage
- Explosion, collapse, and underground hazards if the hazards exist in the performance of this contract
- Contractual liability
- Independent contractors, if any are used in the performance of this contract
- City of Durham must be named additional insured, and an original of the endorsement to effect the coverage must be attached to the certificate (if by blanket endorsement, then agent may so indicate in the GL section of the certificate, in lieu of an original endorsement)
- Combined single limit not less than \$3,000,000 per occurrence; products/completed operations shall not be less than \$3,000,000 per occurrence

### **Automobile Liability Insurance, Covering**

- Owned, hired, or borrowed vehicles
- Employee vehicles, if used in performance of this contract
- Combined single limit not less than \$3,000,000 per occurrence

### **Workers' Compensation Insurance, Covering**

- Statutory benefits
- Covering employees; owners, partners, officers, and relatives (who work on this contract)
- Employers' liability, \$1,000,000.

### **Insurance Shall Be Provided By**

- Companies authorized to do business in the State of North Carolina
- Companies with Best rating of A or better.

### **Insurance Shall Be Evidenced By a Certificate**

- Provide notice to the City of not less than 30 days prior to cancellation or reduction of coverage



- Certificates shall be addressed to:

**City of Durham, North Carolina**

**Attention: Finance Director**

**101 City Hall Plaza**

**Durham, NC 27701**

**\*\*A copy of this documentation shall be provided to the City of Durham Project Manager\*\***

The insurance certificate and the additional insured endorsement must be originals and must be approved by the City's Finance Director before Contractor can begin any work under this contract.

Proof of insurance shall be furnished to the Project Manager prior to beginning work.

### **MATERIALS AND TESTING**

The Project Manager reserves the right to perform all sampling and testing in accordance with Section 106 of the Standard Specifications and the Department's "Materials and Test Manual." However the Project Manager may reduce the frequency of sampling and testing where he deems it appropriate for the project under construction.

The Contractor shall furnish the applicable certifications and documentation for all materials as required by the Standard Specifications. Material that is not properly certified will not be accepted.

### **PAYMENT**

The Contractor may submit a request for partial payment on a monthly basis, or other interval as approved by the Project Manager. Compensation for all pay items shall be in accordance with the Standard Specifications. The amount of partial payments will be based on the work accomplished and accepted as the last day of the approved pay period.

All requests for payment shall be made by Contractor's invoice, the invoice shall be submitted to:

**City of Durham Transportation Department**

**Attention: Pierre Osei-Owusu**

**1907 Fay Street**

**Durham, NC 27704**

All invoice items and unit costs shall correspond to contract pay items. In the event of error or discrepancy in items or unit costs, the Department may return the invoice to the contractor for correction.

### **SUPERVISION BY CONTRACTOR**

At all times during the life of the project the Contractor shall provide one permanent employee who shall have the authority and capability for overall responsibility of the project and who shall be personally available at the work site within 24 hours notice. Such employee shall be fully authorized to conduct all business with the subcontractors, to negotiate and execute all supplemental agreements, and to execute the orders or directions of the Project Manager.

At all times that work is actually being performed, the Contractor shall have present on the project one competent individual who is authorized to act in a supervisory capacity over all work on the project, including work subcontracted. The individual who has been so authorized shall be experienced in the type of work being performed and shall be fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract; and receiving and carrying out directions from the Project Manager or his authorized representatives. He shall be an employee of the Contractor unless otherwise approved by the Project Manager.

The Contractor may, at his option, designate one employee to meet the requirements of both positions. However, whenever the designated employee is absent from the work site, an authorized individual qualified to act in a supervisory capacity on the project shall be present.

### **SAFETY AND ACCIDENT PROTECTION**

In accordance with Article 107-22 of the Standard Specifications, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

### **SUBLETTING OF CONTRACT**

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any portion thereof; or his rights, title, or interest therein; without written consent of the Project Manager.

Subletting of this contract or any portion of the contract shall conform to the requirements of Article of 108-6 of the Standard Specifications.

### **TEMPORARY SUSPENSION OF WORK**

In accordance with Article 108-7 of the Standard Specifications, the Project Manager will have the authority to suspend the work wholly or in part, any written order for such periods as he may deem necessary for any of the following reasons.

- Conditions considered unfavorable for the suitable prosecution of the work, or
- The Contractor's failure for correct conditions unsafe for workmen or the general public, or
- The Contractor has not carried out orders given to him by the Project Manager, or
- The Contractor's failure to perform any provisions of the contract.
- No extension of the completion date will be allowed for the above suspensions except as may be provided for in Article 108-10.

## **TRAFFIC CONTROL AND WORK ZONE SAFETY**

The Contractor shall maintain traffic during construction and provide, install, and maintain all traffic control devices in accordance with these project guidelines, the Project Special Provisions, North Carolina Department of Transportation Standard Specifications for Roads and Structures, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall utilize complete and proper traffic controls and traffic control devices during all operations. All traffic control and traffic control devices required for any operation shall be functional and in place prior to the commencement of that operation. Signs for temporary operations shall be removed during periods of inactivity. The Contractor is required to leave the project in a manner that will be safe to the traveling public and which will not impede motorists.

Traffic movements through lane closures on roads with two-way traffic shall be controlled by flaggers stationed at each end of the work zone. In situations where sight distance is limited, the Contractor shall provide additional means of controlling traffic, including, but not limited to, two-way radios, pilot vehicles, or additional flaggers. Flaggers shall be competent personnel, adequately trained in flagging procedures, and furnished with proper safety devices and equipment, including, but not limited to, safety vests and stop/slow paddles.

All personnel when working in traffic areas or areas in close proximity to traffic shall wear an approved safety vest, or shirt or jacket which meets the color requirements of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work as provided in subarticle 108-7(2) of the Standard Specifications.

No direct payment shall be made for traffic control and work zone safety items, as they shall be considered incidental to other contract items.

## **UTILITY CONFLICTS**

It shall be the responsibility of the Contractor to contact all affected utility owners and determine the precise locations of all utilities prior to beginning construction. Utility owners shall be contacted a minimum of 48 hours prior to the commencement of operations. Special care shall be used in working around or near existing utilities, protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or his representative, in the restoration of service in the shortest time possible. Existing fire hydrants shall be kept accessible to fire departments at all times.

The Contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to insure the safety of construction personnel and the public.

**IDENTIFYING AND TAGGING OF WIRING**

All electrical cable/wiring installed in junction boxes and/or the controller cabinet shall be identified and tagged.

No direct payment will be made for the required identifying and tagging of these cables as it will be considered incidental to work being paid for by the various cable installation items of the contract.

All materials and craftsmanship is guaranteed for 12 months following final acceptance by The City. Any and all system failures that fail within this timeframe shall be replaced at the expense of The Contractor.

## **STANDARD SPECIAL PROVISIONS**

### **PROSECUTION AND PROGRESS**

After receiving a list of solar energy power kit installations the Contractor shall prepare and submit to the Project Manager a proposed schedule of operations prior to beginning work on this project. The schedule should indicate the proposed chronological sequence of operations and may be revised within the limits of the contract with the approval of the Project Manager. Two weeks advance notification is required for any modifications to the work schedule.

The Contractor's operations are restricted to daylight hours and no work may be performed on weekends and/or holidays unless otherwise approved by the Project Manager. Work shall only be performed when weather and visibility conditions allow safe operations. The Contractor shall not close lanes or restrict traffic between the hours of 6:00 to 9:00 a.m. and 4:00 to 7:00 p.m. on weekdays.

The Contractor's vehicles and equipment shall not be parked within the State/City Roadway System right of way overnight or at other times when work has been suspended unless approved in writing by the Project Manager/Property Owner, and in no case within 30 feet of the edge of pavement. The Project Manager may designate specific locations for parking equipment.

The work covered by this special provision consists of installing solar energy power kit installations to the satisfaction of the City Project Manager or representative. The contractor is to install the solar energy power kit, wire, conduit, and related hardware as required, in order to construct a fully operating system.

The contractor shall conform to the plans, the 2012 North Carolina Department of Transportation's Standard Specifications for Roads and Structures, and the 2012 North Carolina Department of Transportation's Roadway Standard Drawings, the project special provision/details and local codes.

Copies of these publications may be obtained by completing the Publications Order Form at <http://www.ncdot.gov/business/order/puborder.html> or by calling the Contract Standards and Development Division at (919) 707-6944.

### **CONTRACTOR'S LICENSE REQUIREMENTS GENERAL:**

The contractor shall be required to hold the proper license to perform the electrical work of this contract, in accordance with article 4 of Chapter 87 of the General Statutes (Licensing of Electrical Contractors). IMSA Level II Certification is mandatory to enter any/all traffic signal cabinets.

### **ELECTRICAL REQUIREMENTS GENERAL:**

The contractor shall have prior traffic signal construction experience, and proof of IMSA Work Zone Safety Certification (or equivalent as approved by the Project Manager), which will enable them to properly install the solar energy power kit installations with limited supervision.

All contractor supplied electrical materials and all work performed on the project shall meet the latest requirements of the national electrical code and all applicable local ordinances. The contractor shall comply with all applicable local ordinances and regulations prior to beginning any electrical work. He



shall obtain all permits and licenses required by state and local agencies having jurisdiction over same. After completion of work, he shall have all work inspected.

**CONSTRUCTION METHODS GENERAL:**  
**DESCRIPTION:**

The work covered by this special provision consists of installing solar energy power kit installations to the satisfaction of the City Project Manager or representative. The contractor is to install the solar energy power kit installations, lead-in wire, conduit, and related hardware as required, in order to construct a fully operating system.

Method of measurement and basis of payment for work performed by the Contractor will conform to the 2012 North Carolina Department of Transportation Standard Specifications for Roads and Structures Section 1700.

The contractor shall be responsible for any/all damage to private and/or public property resulting from this work. The City of Durham assumes no liability regarding injury and/or property damage resulting from work performed by the contractor.

The Project Manager or his representative will meet with the contractor for a pre-construction conference.

### A. Notifying Utility Agencies:

The contractor shall be responsible for contacting all utility agencies for the purpose of locating all underground utilities, which might conflict with this work prior to beginning work. The contractor shall be responsible for any and all damages to utilities resulting from work performed by the contractor.

**B. Distance From Utilities:**

The contractor shall maintain minimum clearances from existing utilities having jurisdiction over same with the project limits or as prescribed by the Project Manager or inspector.

### C. Traffic Control During Construction:

The contractor shall maintain traffic through the work site in accordance with the current edition of the Manual of the Uniform Traffic Control Devices for Street and Highway, and the Standard Specifications for Roads and Structures.

The contractor shall furnish and place all warning and directional signs and other traffic control devices required to direct, control and protect the traveling public while construction is in process.

All required traffic control devices shall be in place prior to beginning any work and shall be removed daily and/or when no longer needed.

No direct payment for flaggers, police assistance, signing and traffic control items will be made, as it shall be considered incidental to the contract.

**D. Conformity With The Provisions Of This Contract:**

The presence of the Project Manager or an inspector at the work site shall in no way lessen the Contractor's responsibility for conformity with the provisions of this contract. Should the Project Manager or inspector fail to point out work that does not conform to the plans and specifications, whether from lack of discovery or for any other reason, it shall in no way prevent later rejection or correction to the unsatisfactory work when discovered. The contractor shall have no claim for losses suffered due to any necessary removals or repairs resulting from unsatisfactory work.

**E. Site Clean-up:**

The contractor shall clean the site of excess excavation, waste packing materials, wire and all other construction debris which result from installing the solar energy power kits. At the end of each work day, the site shall be cleaned and cleared. The contractor will haul away any waste material to an approved public landfill.

**F. 30-Day Observation Period:**

Upon completion of installing all of the solar energy power kit installations as defined in the plans and special provisions for the project and after the solar energy power kits have been approved, inspected, the 30-day observation period shall begin.

The purpose of this observation period is to assess the adequacy of the installation and operation of the installation, completion and final acceptance of the solar energy power kits shall be contingent upon successful completion of the observation period.

**G. Excavated Areas:**

All excavated or otherwise damaged areas shall be repaired by shaping, smoothing, seeding and mulching per 2012 North Carolina Department of Transportation Standard Specifications for Roads and Structures.

**DISADVANTAGED BUSINESS ENTERPRISE (MUNICIPALITIES):**

(10-16-07)(Rev. 1-17-12)

102-15(J)

SP1 G63

**Description**

The purpose of this Special Provision is to carry out the U.S. Department of Transportation's policy of ensuring nondiscrimination in the award and administration of contracts financed in whole or in part with Federal funds. This provision is guided by 49 CFR Part 26.

**Definitions**

*Additional DBE Subcontractors* - Any DBE submitted at the time of bid that will not be used to meet the DBE goal. No submittal of a Letter of Intent is required.

*Committed DBE Subcontractor* - Any DBE submitted at the time of bid that is being used to meet the DBE goal by submission of a Letter of Intent. Or any DBE used as a replacement for a previously committed DBE firm.

*Contract Goal Requirement* - The approved DBE participation at time of award, but not greater than the advertised contract goal.

*DBE Goal* - A portion of the total contract, expressed as a percentage, that is to be performed by committed DBE subcontractor(s).

*Disadvantaged Business Enterprise (DBE)* - A firm certified as a Disadvantaged Business Enterprise through the North Carolina Unified Certification Program.

*Goal Confirmation Letter* - Written documentation from The City of Durham, North Carolina to the bidder confirming the Contractor's approved, committed DBE participation along with a listing of the committed DBE firms.

*Manufacturer* - A firm that operates or maintains a factory or establishment that produces on the premises, the materials or supplies obtained by the Contractor.

*Municipality* - The entity letting the contract.

*Regular Dealer* - A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. A regular dealer engages in, as its principal business and in its own name, the purchase and sale or lease of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns and operates distribution equipment for the products. Brokers and packagers are not regarded as manufacturers or regular dealers within the meaning of this section.

*North Carolina Unified Certification Program (NCUCP)* - A program that provides comprehensive services and information to applicants for DBE certification, such that an applicant is required to apply only once for a DBE certification that will be honored by all recipients of USDOT funds in the state and not limited to the Department of Transportation only. The Certification Program is in accordance with 49 CFR Part 26.

*Standard Specifications* - The general term comprising all directions, provisions, and requirements contained or referred to in the *North Carolina Department of Transportation Standard Specifications for Roads and Structures* and any subsequent revisions or additions to such book.

*United States Department of Transportation (USDOT)* - Federal agency responsible for issuing regulations (49 CFR Part 26) and official guidance for the DBE program.

#### **Forms and Websites Referenced in this Provision**

*DBE Payment Tracking System* - On-line system in which the Contractor enters the payments made to DBE subcontractors who have performed work on the project.

<https://apps.dot.state.nc.us/Vendor/PaymentTracking/>

DBE-IS *Subcontractor Payment Information* - Form for reporting the payments made to all DBE firms working on the project. This form is for paper bid projects only.

<http://www.ncdot.org/doh/forms/files/DBE-IS.xls>

RF-1 *DBE Replacement Request Form* - Form for replacing a committed DBE.

<https://apps.dot.state.nc.us/includes/download/external.html?pdf=http%3A//www.ncdot.gov/doh/forms/files/RF-1.pdf>

SAF *Subcontract Approval Form* - Form required for approval to sublet the contract.

[http://www.ncdot.org/doh/operations/dp\\_chief\\_eng/constructionunit/saf.xls](http://www.ncdot.org/doh/operations/dp_chief_eng/constructionunit/saf.xls)

JC-1 *Joint Check Notification Form* - Form and procedures for joint check notification. The form acts as a written joint check agreement among the parties providing full and prompt disclosure of the expected use of joint checks.

<https://apps.dot.state.nc.us/includes/download/external.html?pdf=http%3A//www.ncdot.gov/doh/forms/files/JC-1.pdf>

*Letter of Intent* - Form signed by the Contractor and the DBE subcontractor, manufacturer or regular dealer that affirms that a portion of said contract is going to be performed by the signed DBE for the amount listed at the time of bid.

<http://www.ncdot.org/doh/preconstruct/ps/contracts/letterofintent.pdf>

*Listing of DBE Subcontractors Form* - Form for entering DBE subcontractors on a project that will meet this DBE goal. This form is for paper bids only.

<http://www.ncdot.gov/doh/preconstruct/ps/word/MISC2.doc>

*Subcontractor Quote Comparison Sheet* - Spreadsheet for showing all subcontractor quotes in the work areas where DBEs quoted on the project. This sheet is submitted with good faith effort packages.

[http://www.ncdot.gov/business/ocs/goodfaith/excel/Ex\\_Subcontractor\\_Quote\\_Comparison.xls](http://www.ncdot.gov/business/ocs/goodfaith/excel/Ex_Subcontractor_Quote_Comparison.xls)

## **DBE Goal**

The following DBE goal for participation by Disadvantaged Business Enterprises is established for this contract:

Disadvantaged Business Enterprises **5.0 %**

- (A) *If the DBE goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that DBEs participate in at least the percent of the contract as set forth above as the DBE goal.
- (B) *If the DBE goal is zero*, the Contractor shall make an effort to recruit and use DBEs during the performance of the contract. Any DBE participation obtained shall be reported to The City of Durham, North Carolina.

## Directory of Transportation Firms (Directory)

Real-time information is available about firms doing business with the NCDOT and firms that are certified through NCUCP in the Directory of Transportation Firms. Only firms identified in the Directory as DBE certified shall be used to meet the DBE goal. The Directory can be found at the following link. <https://partner.ncdot.gov/VendorDirectory/default.html>

The listing of an individual firm in the directory shall not be construed as an endorsement of the firm's capability to perform certain work.

## Listing of DBE Subcontractors

At the time of bid, bidders shall submit all DBE participation that they anticipate to use during the life of the contract. Only those identified to meet the DBE goal will be considered committed, even though the listing shall include both committed DBE subcontractors and additional DBE subcontractors. Additional DBE subcontractor participation submitted at the time of bid will be used toward the overall race-neutral goal. Only those firms with current DBE certification at the time of bid opening will be acceptable for listing in the bidder's submittal of DBE participation. The Contractor shall indicate the following required information:

**Blank forms will not be deemed to represent zero participation.** Bids submitted that do not have DBE participation indicated on the appropriate form will not be read publicly during the opening of bids. The City of Durham, North Carolina will not consider these bids for award and the proposal will be rejected.

(A) *If the DBE goal is more than zero,*

- (1) Bidders, at the time the bid proposal is submitted, shall submit a listing of DBE participation, including the names and addresses on *Listing of DBE Subcontractors* contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the DBE participation for the contract.
- (2) If bidders have no DBE participation, they shall indicate this on the *Listing of DBE Subcontractors* by entering the word "None" or the number "0." This form shall be completed in its entirety.
- (3) The bidder shall be responsible for ensuring that the DBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that DBE's participation will not count towards achieving the DBE goal.

(B) *If the DBE goal is zero,* bidders, at the time the bid proposal is submitted, shall enter the word "None"; or the number "0"; or if there is participation, add the value on the *Listing of DBE Subcontractors* contained elsewhere in the contract documents.



## **DBE Prime Contractor**

When a certified DBE firm bids on a contract that contains a DBE goal, the DBE firm is responsible for meeting the goal or making good faith efforts to meet the goal, just like any other bidder. In most cases, a DBE bidder on a contract will meet the DBE goal by virtue of the work it performs on the contract with its own forces. However, all the work that is performed by the DBE bidder and any other DBE subcontractors will count toward the DBE goal. The DBE bidder shall list itself along with any DBE subcontractors, if any, in order to receive credit toward the DBE goal.

For example, if the DBE goal is 45% and the DBE bidder will only perform 40% of the contract work, the prime will list itself at 40%, and the additional 5% shall be obtained through additional DBE participation with DBE subcontractors or documented through a good faith effort.

DBE prime contractors shall also follow Sections A or B listed under *Listing of DBE Subcontractor* just as a non-DBE bidder would.

## **Written Documentation – Letter of Intent**

The bidder shall submit written documentation for each DBE that will be used to meet the DBE goal of the contract, indicating the bidder's commitment to use the DBE in the contract. This documentation shall be submitted on the NCDOT's form titled *Letter of Intent*.

The documentation shall be received in the office of the Transportation Department of the City of Durham, NC no later than 12:00 noon of the sixth calendar day following opening of bids, unless the sixth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Transportation Department of the City of Durham, NC no later than 12:00 noon on the next official state business day.

If the bidder fails to submit the Letter of Intent from each committed DBE to be used toward the DBE goal, or if the form is incomplete (i.e. both signatures are not present), the DBE participation will not count toward meeting the DBE goal. If the lack of this participation drops the commitment below the DBE goal, the Contractor shall submit evidence of good faith efforts, completed in its entirety, to the Transportation Department of the City of Durham, NC no later than 12:00 noon on the eighth calendar day following opening of bids, unless the eighth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Transportation Department of the City of Durham, NC no later than 12:00 noon on the next official state business day.

## **Submission of Good Faith Effort**

If the bidder fails to meet or exceed the DBE goal, the apparent lowest responsive bidder shall submit to The City of Durham, North Carolina documentation of adequate good faith efforts made to reach the DBE goal.

One complete set and 3 copies of this information shall be received in the office of the Transportation Department of the City of Durham, NC no later than 12:00 noon of the sixth calendar day following

opening of bids, unless the sixth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Transportation Department of the City of Durham, NC no later than 12:00 noon on the next official state business day.

Note: Where the information submitted includes repetitious solicitation letters, it will be acceptable to submit a representative letter along with a distribution list of the firms that were solicited. Documentation of DBE quotations shall be a part of the good faith effort submittal. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

### **Consideration of Good Faith Effort for Projects with DBE Goals More Than Zero**

Adequate good faith efforts mean that the bidder took all necessary and reasonable steps to achieve the goal which, by their scope, intensity, and appropriateness, could reasonably be expected to obtain sufficient DBE participation. Adequate good faith efforts also mean that the bidder actively and aggressively sought DBE participation. Mere *pro forma* efforts are not considered good faith efforts.

The City of Durham, North Carolina will consider the quality, quantity, and intensity of the different kinds of efforts a bidder has made. Listed below are examples of the types of actions a bidder will take in making a good faith effort to meet the goal and are not intended to be exclusive or exhaustive, nor is it intended to be a mandatory checklist.

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices through the use of the NCDOT Directory of Transportation Firms) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the DBEs to respond to the solicitation. Solicitation shall provide the opportunity to DBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- (B) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
- (C) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (D) Negotiating in good faith with interested DBEs;
  - (1) It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and

telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

- (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- (E) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (F) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.
- (G) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs. Contact within 7 days from the bid opening NCDOT's Business Development Manager in the Business Opportunity and Work Force Development Unit to give notification of the bidder's inability to get DBE quotes.
- (I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the DBE goal.

In addition, The City of Durham, North Carolina may take into account the following:

- (1) Whether the bidder's documentation reflects a clear and realistic plan for achieving the DBE goal.
- (2) The bidders' past performance in meeting the DBE goals.

- (3) The performance of other bidders in meeting the DBE goal. For example, when the apparent successful bidder fails to meet the DBE goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the DBE goal, but meets or exceeds the average DBE participation obtained by other bidders, The City of Durham, North Carolina may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made a good faith effort.

If The City of Durham, North Carolina does not award the contract to the apparent lowest responsive bidder, The City of Durham, North Carolina reserves the right to award the contract to the next lowest responsive bidder that can satisfy to The City of Durham, North Carolina that the DBE goal can be met or that an adequate good faith effort has been made to meet the DBE goal.

#### **Non-Good Faith Appeal**

The Transportation Department of the City of Durham, NC will notify the contractor verbally and in writing of non-good faith. A contractor may appeal a determination of non-good faith made by the Goal Compliance Committee. If a contractor wishes to appeal the determination made by the Committee, they shall provide written notification to the Transportation Department of the City of Durham, NC. The appeal shall be made within 2 business days of notification of the determination of non-good faith.

#### **Counting DBE Participation Toward Meeting DBE Goal**

##### **(A) Participation**

The total dollar value of the participation by a committed DBE will be counted toward the contract goal requirement. The total dollar value of participation by a committed DBE will be based upon the value of work actually performed by the DBE and the actual payments to DBE firms by the Contractor.

##### **(B) Joint Checks**

Prior notification of joint check use shall be required when counting DBE participation for services or purchases that involves the use of a joint check. Notification shall be through submission of Form JC-1 (*Joint Check Notification Form*) and the use of joint checks shall be in accordance with the NCDOT's Joint Check Procedures.

##### **(C) Subcontracts (Non-Trucking)**

A DBE may enter into subcontracts. Work that a DBE subcontracts to another DBE firm may be counted toward the contract goal requirement. Work that a DBE subcontracts to a non-DBE firm does not count toward the contract goal requirement. If a DBE contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices, it shall be presumed that the DBE is not performing

a commercially useful function. The DBE may present evidence to rebut this presumption to The City of Durham, North Carolina. The City of Durham, North Carolina's decision on the rebuttal of this presumption is subject to review by the Federal Highway Administration but is not administratively appealable to USDOT.

(D) Joint Venture

When a DBE performs as a participant in a joint venture, the Contractor may count toward its contract goal requirement a portion of the total value of participation with the DBE in the joint venture, that portion of the total dollar value being a distinct clearly defined portion of work that the DBE performs with its forces.

(E) Suppliers

A contractor may count toward its DBE requirement 60 percent of its expenditures for materials and supplies required to complete the contract and obtained from a DBE regular dealer and 100 percent of such expenditures from a DBE manufacturer.

(F) Manufacturers and Regular Dealers

A contractor may count toward its DBE requirement the following expenditures to DBE firms that are not manufacturers or regular dealers:

- (1) The fees or commissions charged by a DBE firm for providing a *bona fide* service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, provided the fees or commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.
- (2) With respect to materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site (but not the cost of the materials and supplies themselves), provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

### Commercially Useful Function

(A) DBE Utilization

The Contractor may count toward its contract goal requirement only expenditures to DBEs that perform a commercially useful function in the work of a contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract



and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, The City of Durham, North Carolina will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and any other relevant factors.

(B) DBE Utilization in Trucking

The following factors will be used to determine if a DBE trucking firm is performing a commercially useful function:

- (1) The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting DBE goals.
- (2) The DBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- (4) The DBE may subcontract the work to another DBE firm, including an owner-operator who is certified as a DBE. The DBE who subcontracts work to another DBE receives credit for the total value of the transportation services the subcontracted DBE provides on the contract.
- (5) The DBE may also subcontract the work to a non-DBE firm, including from an owner-operator. The DBE who subcontracts the work to a non-DBE is entitled to credit for the total value of transportation services provided by the non-DBE subcontractor not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE subcontractors receives credit only for the fee or commission it receives as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the DBE and the Contractor will not count towards the DBE contract requirement.
- (6) A DBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the DBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease

gives the DBE absolute priority for use of the leased truck. This type of lease may count toward the DBE's credit as long as the driver is under the DBE's payroll.

- (7) Subcontracted/leased trucks shall display clearly on the dashboard the name of the DBE that they are subcontracted/leased to and their own company name if it is not identified on the truck itself. Magnetic door signs are not permitted.

## **DBE Replacement**

When a Contractor has relied on a commitment to a DBE firm (or an approved substitute DBE firm) to meet all or part of a contract goal requirement, the contractor shall not terminate the DBE for convenience. This includes, but is not limited to, instances in which the Contractor seeks to perform the work of the terminated subcontractor with another DBE subcontractor, a non-DBE subcontractor, or with the Contractor's own forces or those of an affiliate. A DBE may only be terminated after receiving the Transportation Department of the City of Durham, NC's written approval based upon a finding of good cause for the termination.

All requests for replacement of a committed DBE firm shall be submitted to the Transportation Department of the City of Durham, NC for approval on Form RF-1 (*DBE Replacement Request*). If the Contractor fails to follow this procedure, the Contractor may be disqualified from further bidding for a period of up to 6 months.

The Contractor shall comply with the following for replacement of a committed DBE:

### **(A) Performance Related Replacement**

When a committed DBE is terminated for good cause as stated above, an additional DBE that was submitted at the time of bid may be used to fulfill the DBE commitment. A good faith effort will only be required for removing a committed DBE if there were no additional DBEs submitted at the time of bid to cover the same amount of work as the DBE that was terminated.

If a replacement DBE is not found that can perform at least the same amount of work as the terminated DBE, the Contractor shall submit a good faith effort documenting the steps taken. Such documentation shall include, but not be limited to, the following:

- (1) Copies of written notification to DBEs that their interest is solicited in contracting the work defaulted by the previous DBE or in subcontracting other items of work in the contract.
- (2) Efforts to negotiate with DBEs for specific subbids including, at a minimum:
  - (a) The names, addresses, and telephone numbers of DBEs who were contacted.
  - (b) A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed.

- (3) A list of reasons why DBE quotes were not accepted.
  - (4) Efforts made to assist the DBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.
- (B) Decertification Replacement
- (1) When a committed DBE is decertified by the NCDOT after the SAF (*Subcontract Approval Form*) has been received by The City of Durham, North Carolina, The City of Durham, North Carolina will not require the Contractor to solicit replacement DBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement.
  - (2) When a committed DBE is decertified prior to the The City of Durham, North Carolina receiving the SAF (*Subcontract Approval Form*) for the named DBE firm, the Contractor shall take all necessary and reasonable steps to replace the DBE subcontractor with another DBE subcontractor to perform at least the same amount of work to meet the DBE goal requirement. If a DBE firm is not found to do the same amount of work, a good faith effort must be submitted to NCDOT (see A herein for required documentation).

### **Changes in the Work**

When the Transportation Department of the City of Durham, NC makes changes that result in the reduction or elimination of work to be performed by a committed DBE, the Contractor will not be required to seek additional participation. When the Transportation Department of the City of Durham, NC makes changes that result in additional work to be performed by a DBE based upon the Contractor's commitment, the DBE shall participate in additional work to the same extent as the DBE participated in the original contract work.

When the Transportation Department of the City of Durham, NC makes changes that result in extra work, which has more than a minimal impact on the contract amount, the Contractor shall seek additional participation by DBEs unless otherwise approved by the Transportation Department of the City of Durham, NC.

When the Transportation Department of the City of Durham, NC makes changes that result in an alteration of plans or details of construction, and a portion or all of the work had been expected to be performed by a committed DBE, the Contractor shall seek participation by DBEs unless otherwise approved by the Transportation Department of the City of Durham, NC.

When the Contractor requests changes in the work that result in the reduction or elimination of work that the Contractor committed to be performed by a DBE, the Contractor shall seek additional participation by DBEs equal to the reduced DBE participation caused by the changes.

## **Reports and Documentation**

A SAF (*Subcontract Approval Form*) shall be submitted for all work which is to be performed by a DBE subcontractor. The City of Durham, North Carolina reserves the right to require copies of actual subcontract agreements involving DBE subcontractors.

When using transportation services to meet the contract commitment, the Contractor shall submit a proposed trucking plan in addition to the SAF. The plan shall be submitted prior to beginning construction on the project. The plan shall include the names of all trucking firms proposed for use, their certification type(s), the number of trucks owned by the firm, as well as the individual truck identification numbers, and the line item(s) being performed.

Within 30 calendar days of entering into an agreement with a DBE for materials, supplies or services, not otherwise documented by the SAF as specified above, the Contractor shall furnish the Transportation Department of the City of Durham, NC a copy of the agreement. The documentation shall also indicate the percentage (60% or 100%) of expenditures claimed for DBE credit.

## **Reporting Disadvantaged Business Enterprise Participation**

The Contractor shall provide the Transportation Department of the City of Durham, NC with an accounting of payments made to all DBE firms, including material suppliers and contractors at all levels (prime, subcontractor, or second tier subcontractor). This accounting shall be furnished to the Transportation Department of the City of Durham, NC for any given month by the end of the following month. Failure to submit this information accordingly may result in the following action:

- (A) Withholding of money due in the next partial pay estimate; or
- (B) Removal of an approved contractor from the prequalified bidders' list or the removal of other entities from the approved subcontractors list. (Municipality may add to, change or delete this section.)

While each contractor (prime, subcontractor, 2nd tier subcontractor) is responsible for accurate accounting of payments to DBEs, it shall be the prime contractor's responsibility to report all monthly and final payment information in the correct reporting manner.

Failure on the part of the Contractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from further bidding until the required information is submitted.

Failure on the part of any subcontractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from being approved for work on future projects until the required information is submitted.

Contractors reporting transportation services provided by non-DBE lessees shall evaluate the value of services provided during the month of the reporting period only.

At any time, the Transportation Department of the City of Durham, NC can request written verification of subcontractor payments.

The Contractor shall report the accounting of payments on the NCDOT's DBE-IS (*Subcontractor Payment Information*) with each invoice. Invoices will not be processed for payment until the DBE-IS is received.

**CERTIFICATION FOR FEDERAL-AID CONTRACTS:**

(3-21-90)

SP1 G85

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (A) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (B) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by *Section 1352, Title 31, U.S. Code*. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

**U.S. DEPARTMENT OF TRANSPORTATION HOTLINE:**

(11-22-94)

108-5

SP1 G100

To report bid rigging activities call: **1-800-424-9071**

The U.S. Department of Transportation (DOT) operates the above toll-free hotline Monday through Friday, 8:00 a.m. to 5:00 p.m. eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the hotline to report such activities.

The hotline is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

**LOCATING EXISTING UNDERGROUND UTILITIES:**

(3-20-12)

105

SP1 G115

Revise the *2012 Standard Specifications* as follows:

**Page 1-43, Article 105-8, line 28, after the first sentence, add the following:**

Identify excavation locations by means of pre-marking with white paint, flags, or stakes or provide a specific written description of the location in the locate request.

**GIFTS FROM VENDORS AND CONTRACTORS:**

(12-15-09)

107-1

SP1 G152

By Executive Order 24, issued by Governor Perdue, and *N.C.G.S. § 133-32*, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (A) Have a contract with a governmental agency; or
- (B) Have performed under such a contract within the past year; or
- (C) Anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and *N.C.G.S. § 133-32*.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

**PROCEDURE FOR MONITORING BORROW PIT DISCHARGE:**

(2-20-07)

105-16, 230, 801

SP1 G181

Water discharge from borrow pit sites shall not cause surface waters to exceed 50 NTUs (nephelometric turbidity unit) in streams not designated as trout waters and 10 NTUs in streams, lakes or reservoirs designated as trout waters. For lakes and reservoirs not designated as trout waters, the turbidity shall not exceed 25 NTUs. If the turbidity exceeds these levels due to natural background conditions, the existing turbidity level shall not be increased.



If during any operating day, the downstream water quality exceeds the standard, the Contractor shall do all of the following:

- (A) Either cease discharge or modify the discharge volume or turbidity levels to bring the downstream turbidity levels into compliance, or
- (B) Evaluate the upstream conditions to determine if the exceedance of the standard is due to natural background conditions. If the background turbidity measurements exceed the standard, operation of the pit and discharge can continue as long as the stream turbidity levels are not increased due to the discharge.
- (C) Measure and record the turbidity test results (time, date and sampler) at all defined sampling locations 30 minutes after startup and at a minimum, one additional sampling of all sampling locations during that 24-hour period in which the borrow pit is discharging.
- (D) Notify DWQ within 24 hours of any stream turbidity standard exceedances that are not brought into compliance.

During the Environmental Assessment required by Article 230-4 of the *2012 Standard Specifications*, the Contractor shall define the point at which the discharge enters into the State's surface waters and the appropriate sampling locations. Sampling locations shall include points upstream and downstream from the point at which the discharge enters these waters. Upstream sampling location shall be located so that it is not influenced by backwater conditions and represents natural background conditions. Downstream sampling location shall be located at the point where complete mixing of the discharge and receiving water has occurred.

The discharge shall be closely monitored when water from the dewatering activities is introduced into jurisdictional wetlands. Any time visible sedimentation (deposition of sediment) on the wetland surface is observed, the dewatering activity will be suspended until turbidity levels in the stilling basin can be reduced to a level where sediment deposition does not occur. Staining of wetland surfaces from suspended clay particles, occurring after evaporation or infiltration, does not constitute sedimentation. No activities shall occur in wetlands that adversely affect the functioning of a wetland. Visible sedimentation will be considered an indication of possible adverse impacts on wetland use.

The Project Manager will perform independent turbidity tests on a random basis. These results will be maintained in a log within the project records. Records will include, at a minimum, turbidity test results, time, date and name of sampler. Should the Department's test results exceed those of the Contractor's test results, an immediate test shall be performed jointly with the results superseding the previous test results of both the Department and the Contractor.

The Contractor shall use the *NCDOT Turbidity Reduction Options for Borrow Pits Matrix*, available at <http://www.ncdot.org/doh/preconstruct/ps/contracts/letting.html> to plan, design, construct, and maintain BMPs to address water quality standards. Tier I Methods include stilling basins which are standard compensatory BMPs. Other Tier I methods are noncompensatory and shall be used when

needed to meet the stream turbidity standards. Tier II Methods are also noncompensatory and are options that may be needed for protection of rare or unique resources or where special environmental conditions exist at the site which have led to additional requirements being placed in the DWQ's 401 Certifications and approval letters, Isolated Wetland Permits, Riparian Buffer Authorization or a DOT Reclamation Plan's Environmental Assessment for the specific site. Should the Contractor exhaust all Tier I Methods on a site exclusive of rare or unique resources or special environmental conditions, Tier II Methods may be required by regulators on a case by case basis per supplemental agreement.

The Contractor may use cation exchange capacity (CEC) values from proposed site borings to plan and develop the bid for the project. CEC values exceeding 15 milliequivalents per 100 grams of soil may indicate a high potential for turbidity and should be avoided when dewatering into surface water is proposed.

No additional compensation for monitoring borrow pit discharge will be paid.

#### **EMPLOYMENT:**

(11-15-11) (Rev. 1-17-12)

108, 102

SP1 G184

Revise the *2012 Standard Specifications* as follows:

**Page 1-20, Subarticle 102-15(O)**, delete and replace with the following:

**(O)** Failure to restrict a former Department employee as prohibited by Article 108-5.

**Page 1-65, Article 108-5 Character of Workmen, Methods, and Equipment, line 32**, delete all of line 32, the first sentence of the second paragraph and the first word of the second sentence of the second paragraph.

#### **AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS**

(5-20-08)

Z-2

*General Statute 143C-6-11. (h) Highway Appropriation* is hereby incorporated verbatim in this contract as follows:

(h) Amounts Encumbered. – Transportation project appropriations may be encumbered in the amount of allotments made to the Department of Transportation by the Director for the estimated payments for transportation project contract work to be performed in the appropriation fiscal year. The allotments shall be multiyear allotments and shall be based on estimated revenues and shall be subject to the maximum contract authority contained in *General Statute 143C-6-11(c)*. Payment for transportation project work performed pursuant to contract in any fiscal year other than the current fiscal year is subject to appropriations by the General Assembly. Transportation project contracts shall contain a schedule of estimated completion progress, and any acceleration of this progress shall be subject to the approval of the Department of Transportation provided funds are available. The State reserves the right to terminate or suspend any transportation project contract, and any transportation project contract shall be so terminated or suspended if funds will not be available for payment of the work to be performed during that fiscal year pursuant to the contract. In the event of termination of

any contract, the contractor shall be given a written notice of termination at least 60 days before completion of scheduled work for which funds are available. In the event of termination, the contractor shall be paid for the work already performed in accordance with the contract specifications.

Payment will be made on any contract terminated pursuant to the special provision in accordance with Subarticle 108-13(E) of the *2012 Standard Specifications*.

## **ERRATA**

(1-17-12) (Rev. 9-18-12)

Z-4

Revise the *2012 Standard Specifications* as follows:

### **Division 2**

**Page 2-7, line 31, Article 215-2 Construction Methods,** replace “Article 107-26” with “Article 107-25”.

**Page 2-17, Article 226-3, Measurement and Payment, line 2,** delete “pipe culverts,”.

**Page 2-20, Subarticle 230-4(B), Contractor Furnished Sources, change references as follows: Line 1,** replace “(4) Buffer Zone” with “(c) Buffer Zone”; **Line 12,** replace “(5) Evaluation for Potential Wetlands and Endangered Species” with “(d) Evaluation for Potential Wetlands and Endangered Species”; and **Line 33,** replace “(6) Approval” with “(4) Approval”.

### **Division 4**

**Page 4-77, line 27, Subarticle 452-3(C) Concrete Coping,** replace “sheet pile” with “reinforcement”.

### **Division 6**

**Page 6-7, line 31, Article 609-3 Field Verification of Mixture and Job Mix Formula Adjustments,** replace “30” with “45”.

**Page 6-10, line 42, Subarticle 609-6(C)(2),** replace “Subarticle 609-6(E)” with “Subarticle 609-6(D)”.

**Page 6-11, Table 609-1 Control Limits,** replace “Max. Spec. Limit” for the Target Source of  $P_{0.075}/P_{be}$  Ratio with “1.0”.

**Page 6-40, Article 650-2 Materials,** replace “Subarticle 1012-1(F)” with “Subarticle 1012-1(E)”

### **Division 10**

**Page 10-74, Table 1056-1 Geotextile Requirements,** replace “50%” for the UV Stability (Retained Strength) of Type 5 geotextiles with “70%”.

## Division 12

Page 12-7, Table 1205-3, add "FOR THERMOPLASTIC" to the end of the title.

Page 12-8, Subarticle 1205-5(B), line 13, replace "Table 1205-2" with "Table 1205-4".

Page 12-8, Table 1205-4 and 1205-5, replace "THERMOPLASTIC" in the title of these tables with "POLYUREA".

Page 12-9, Subarticle 1205-6(B), line 21, replace "Table 1205-4" with "Table 1205-6".

Page 12-11, Subarticle 1205-8(C), line 25, replace "Table 1205-5" with "Table 1205-7".

## Division 15

Page 15-6, Subarticle 1510-3(B), after line 21, replace the allowable leakage formula with the following:

—

Page 15-6, Subarticle 1510-3(B), line 32, delete "may be performed concurrently or" and replace with "shall be performed".

Page 15-17, Subarticle 1540-3(E), line 27, delete "Type 1".

## Division 17

Page 17-26, line 42, Subarticle 1731-3(D) Termination and Splicing within Interconnect Center, delete this subarticle.

Revise the *2012 Roadway Standard Drawings* as follows:

1633.01 Sheet 1 of 1, English Standard Drawing for Matting Installation, replace "1633.01" with "1631.01".

### **PLANT AND PEST QUARANTINES (Imported Fire Ant, Gypsy Moth, Witchweed, And Other Noxious Weeds)**

(3-18-03)

Z-04a

#### **Within Quarantined Area**

This project may be within a county regulated for plant and/or pests. If the project or any part of the Contractor's operations is located within a quarantined area, thoroughly clean all equipment prior to moving out of the quarantined area. Comply with federal/state regulations by obtaining a certificate or limited permit for any regulated article moving from the quarantined area.

#### **Originating in a Quarantined County**

Obtain a certificate or limited permit issued by the N.C. Department of Agriculture/United States Department of Agriculture. Have the certificate or limited permit accompany the article when it arrives at the project site.

### **Contact**

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-733-6932, or <http://www.ncagr.com/plantind/> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

### **Regulated Articles Include**

1. Soil, sand, gravel, compost, peat, humus, muck, and decomposed manure, separately or with other articles. This includes movement of articles listed above that may be associated with cut/waste, ditch pulling, and shoulder cutting.
2. Plants with roots including grass sod.
3. Plant crowns and roots.
4. Bulbs, corms, rhizomes, and tubers of ornamental plants.
5. Hay, straw, fodder, and plant litter of any kind.
6. Clearing and grubbing debris.
7. Used agricultural cultivating and harvesting equipment.
8. Used earth-moving equipment.
9. Any other products, articles, or means of conveyance, of any character, if determined by an inspector to present a hazard of spreading imported fire ant, gypsy moth, witchweed or other noxious weeds.

### **AWARD OF CONTRACT**

(6-28-77)

Z-6

"The North Carolina Department of Transportation, in accordance with the provisions of *Title VI of the Civil Rights Act of 1964* (78 Stat. 252) and the Regulations of the Department of Transportation (49 C.F.R., Part 21), issued pursuant to such act, hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the ground of race, color, or national origin".

### **MINORITY AND FEMALE EMPLOYMENT REQUIREMENTS**

Z-7

NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (*EXECUTIVE NUMBER 11246*)

1. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the



covered area, see as shown on the attached sheet entitled “Employment Goals for Minority and Female participation”.

These goals are applicable to all the Contractor’s construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor’s compliance with the Executive Order and the regulations in *41 CFR Part 60-4* shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in *41 CFR 60-4.3(a)*, and its effort to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project or the sole purpose of meeting the Contractor’s goals shall be a violation of the contract, the executive Order and the regulations in *41 CFR Part 60-4*. Compliance with the goals will be measured against the total work hours performed.

2. As used in this Notice and in the contract resulting from this solicitation, the “covered area” is the county or counties shown on the cover sheet of the proposal form and contract.

### **EMPLOYMENT GOALS FOR MINORITY**

#### **AND FEMALE PARTICIPATION**

##### Economic Areas

#### **Area 023 29.7%**

Bertie County  
Camden County  
Chowan County  
Gates County  
Hertford County  
Pasquotank County

#### **Area 026 33.5%**

Bladen County  
Hoke County  
Richmond County  
Robeson County  
Sampson County  
Scotland County

#### **Area 029 15.7%**

Alexander County  
Anson County  
Burke County  
Cabarrus County  
Caldwell County  
Catawba County

Perquimans County

Cleveland County

**Area 027 24.7%**

Iredell County

**Area 024 31.7%**

Chatham County

Lincoln County

Beaufort County

Franklin County

Polk County

Carteret County

Granville County

Rowan County

Craven County

Harnett County

Rutherford County

Dare County

Johnston County

Stanly County

Edgecombe County

Lee County

Green County

Person County

**Area 0480 8.5%**

Halifax County

Vance County

Buncombe County

Hyde County

Warren County

Madison County

Jones County

Lenoir County

**Area 028 15.5%**

**Area 030 6.3%**

Martin County

Alleghany County

Avery County

Nash County

Ashe County

Cherokee County

Northampton County

Caswell County

Clay County

Pamlico County

Davie County

Graham County

Pitt County

Montgomery County

Haywood County

Tyrrell County

Moore County

Henderson County

Washington County

Rockingham County

Jackson County

Wayne County

Surry County

McDowell County

Wilson County

Watauga County

Macon County

Wilkes County

Mitchell County

**Area 025 23.5%**

Swain County

Columbus County  
Duplin County  
Onslow County  
Pender County

Transylvania County  
Yancey County

**SMSA Areas**

**Area 5720 26.6%**

Currituck County

**Area 9200 20.7%**

Brunswick County

New Hanover County

**Area 2560 24.2%**

Cumberland County

**Area 6640 22.8%**

Durham County

Orange County

Wake County

**Area 1300 16.2%**

Alamance County

**Area 3120 16.4%**

Davidson County

Forsyth County

Guilford County

Randolph County

Stokes County

Yadkin County

**Area 1520 18.3%**

Gaston County

Mecklenburg County

Union County

---

**Goals for Female**

**Participation in Each Trade**

(Statewide) 6.9%

## **REQUIRED CONTRACT PROVISIONS FEDERAL - AID CONSTRUCTION CONTRACTS**

FHWA - 1273 Electronic Version - May 1, 2012

Z-8

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

### **ATTACHMENTS**

- A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### **I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

## II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."



2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
  - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
  - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
  - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
  - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
  - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
  - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
  - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
  - c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
  - a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
  - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
  - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
  - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the

investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
11. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:
    - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
    - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
    - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
  - b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

- a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (ii) The classification is utilized in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. **Withholding.** The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
3. **Payrolls and basic records**
- a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at [http://www.dol.gov/esa/whd/forms/ wh347instr.htm](http://www.dol.gov/esa/whd/forms/wh347instr.htm) or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.



- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

- a. Apprentices (programs of the USDOL). Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- b. Trainees (programs of the USDOL). Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
  - d. Apprentices and Trainees (programs of the U.S. DOT). Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.
5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
  6. **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
  7. **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
  8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
  9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
  10. **Certification of eligibility.**
    - a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
    - b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
    - c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### **V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
3. **Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.
4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
  - a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
    - (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
    - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
    - (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
    - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
  - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general

contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
  - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)



- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

#### XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

## **ON-THE-JOB TRAINING**

(10-16-07) (Rev. 7-21-09)

Z-10

### **Description**

The North Carolina Department of Transportation will administer a custom version of the Federal On-the-Job Training (OJT) Program, commonly referred to as the Alternate OJT Program. All contractors (existing and newcomers) will be automatically placed in the Alternate Program. Standard OJT requirements typically associated with individual projects will no longer be applied at the project level. Instead, these requirements will be applicable on an annual basis for each contractor administered by the OJT Program Manager.

On the Job Training shall meet the requirements of 23 CFR 230.107 (b), 23 USC – Section 140, this provision and the On-the-Job Training Program Manual.

The Alternate OJT Program will allow a contractor to train employees on Federal, State and privately funded projects located in North Carolina. However, priority shall be given to training employees on NCDOT Federal-Aid funded projects.

### **Minorities and Women**

Developing, training and upgrading of minorities and women toward journeyman level status is a primary objective of this special training provision. Accordingly, the Contractor shall make every effort to enroll minority and women as trainees to the extent that such persons are available within a reasonable area of recruitment. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

### **Assigning Training Goals**

The Department, through the OJT Program Manager, will assign training goals for a calendar year based on the contractors' past three years' activity and the contractors' anticipated upcoming year's activity with the Department. At the beginning of each year, all contractors eligible will be contacted by the Department to determine the number of trainees that will be assigned for the upcoming calendar year. At that time the Contractor shall enter into an agreement with the Department to provide a self-imposed on-the-job training program for the calendar year. This agreement will include a specific number of annual training goals agreed to by both parties. The number of training assignments may range from 1 to 15 per contractor per calendar year. The Contractor shall sign an agreement to fulfill their annual goal for the year. A sample agreement is available at [www.ncdot.org/business/ocs/ojt/](http://www.ncdot.org/business/ocs/ojt/).

## Training Classifications

The Contractor shall provide on-the-job training aimed at developing full journeyman level workers in the construction craft/operator positions. Preference shall be given to providing training in the following skilled work classifications:

Equipment Operators	Office Engineers
Truck Drivers	Estimators
Carpenters	Iron / Reinforcing Steel Workers
Concrete Finishers	Mechanics
Pipe Layers	Welders

The Department has established common training classifications and their respective training requirements that may be used by the contractors. However, the classifications established are not all-inclusive. Where the training is oriented toward construction applications, training will be allowed in lower-level management positions such as office engineers and estimators. Contractors shall submit new classifications for specific job functions that their employees are performing. The Department will review and recommend for acceptance to FHWA the new classifications proposed by contractors, if applicable. New classifications shall meet the following requirements:

Proposed training classifications are reasonable and realistic based on the job skill classification needs, and

The number of training hours specified in the training classification is consistent with common practices and provides enough time for the trainee to obtain journeyman level status.

The Contractor may allow trainees to be trained by a subcontractor provided that the Contractor retains primary responsibility for meeting the training and this provision is made applicable to the subcontract. However, only the Contractor will receive credit towards the annual goal for the trainee.

Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journeyman level status or in which they have been employed as a journeyman.

## **Records and Reports**

The Contractor shall maintain enrollment, monthly and completion reports documenting company compliance under these contract documents. These documents and any other information as requested shall be submitted to the OJT Program Manager.

Upon completion and graduation of the program, the Contractor shall provide each trainee with a certification Certificate showing the type and length of training satisfactorily completed.

## **Trainee Interviews**

All trainees enrolled in the program will receive an initial and Trainee/Post graduate interview conducted by the OJT program staff.

## **Trainee Wages**

Contractors shall compensate trainees on a graduating pay scale based upon a percentage of the prevailing minimum journeyman wages (Davis-Bacon Act). Minimum pay shall be as follows:

60 percent	of the journeyman wage for the first half of the training period
75 percent	of the journeyman wage for the third quarter of the training period
90 percent	of the journeyman wage for the last quarter of the training period

In no instance shall a trainee be paid less than the local minimum wage. The Contractor shall adhere to the minimum hourly wage rate that will satisfy both the NC Department of Labor (NCDOL) and the Department.

## **Achieving or Failing to Meet Training Goals**

The Contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and who receives training for at least 50 percent of the specific program requirement. Trainees will be allowed to be transferred between projects if required by the Contractor's scheduled workload to meet training goals.

If a contractor fails to attain their training assignments for the calendar year, they may be taken off the NCDOT's Bidders List.

## **Measurement and Payment**

No compensation will be made for providing required training in accordance with these contract documents.

**MINIMUM WAGES GENERAL DECISION NC120093 01/06/2012 NC93**

Z-93

Date: January 6, 2012

General Decision Number: NC120093 01/06/2012 NC93

Superseded General Decision Numbers: NC20100130

State: North Carolina

Construction Type: HIGHWAY

**COUNTIES:**

Chatham	Greene	Person
Durham	Nash	Pitt
Edgecombe	Orange	Wayne

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects, railroad construction, bascule, suspension and spandrel arch bridges designed for commercial navigation, bridges involving marine construction, and other major bridges).

Modification Number

Publication Date

0

01/06/2012

SUNC2011-074 09/16/2011

	Rates	Fringes
CARPENTER (Form Work Only)	13.31	
CEMENT MASON/CONCRETE FINISHER	14.02	
IRONWORKER (Reinforcing)	14.88	
LABORER		
Asphalt, Asphalt Distributor, Raker, and Spreader		
Chatham, Durham, Edgecombe, Greene, Nash, Pitt, and Wayne Counties	12.20	



	Rates	Fringes
Asphalt, Asphalt Raker, and Spreader		
Orange and Person Counties	12.97	
Common or General		
Chatham, Orange, and Person Counties	10.85	
Durham County	10.93	
Edgecombe and Nash Counties	10.88	
Greene and Pitt Counties	9.30	
Wayne County	9.63	
Concrete Saw	13.52	
Landscape	8.67	
Luteman	12.73	
Mason Tender (Cement/Concrete)	11.43	
Pipelayer	12.07	
Traffic Control (Cone Setter)	11.15	
Traffic Control (Flagger)	9.89	
POWER EQUIPMENT OPERATORS		
Backhoe/Excavator/Trackhoe		
Chatham, Orange, and Person Counties	14.99	
Durham County	15.24	
Remaining Counties	15.70	
Broom/Sweeper	13.97	
Bulldozer		
Chatham, Durham, Orange, and Person Counties	15.45	

	Rates	Fringes
Remaining Counties	15.63	
Crane	20.14	
Curb Machine	14.43	
Distributor	15.65	
Drill	18.28	
Grader/Blade	17.68	
Loader		
Chatham, Durham, Orange, and Person Counties	15.07	
Remaining Counties	14.40	
Mechanic	18.61	
Milling Machine	14.38	
Oiler	14.72	
Paver	15.24	
Roller		
Chatham, Orange, and Person Counties	13.11	
Durham County	13.07	
Remaining Counties	13.10	
Scraper	14.35	
Screed	15.12	
Tractor	14.47	
TRUCK DRIVER		
Distributor	16.75	
Dump Truck	12.50	

	Rates	Fringes
Flatbed Truck	15.02	
Lowboy Truck		
Chatham, Durham, Orange, and Person Counties	15.39	
Remaining Counties	15.27	
Off the Road Truck	13.78	
Single Axle Truck	12.13	
Tack Truck	16.51	
Water Truck	13.39	

Welders – Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

#### Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

#### WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
  - \* an existing published wage determination
  - \* a survey underlying a wage determination
  - \* a Wage and Hour Division letter setting forth a position on a wage determination matter
  - \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, D.C. 20210

- 2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.

Washington, D.C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, D.C. 20210

4.) All decisions by the Administrative Review Board are final.

**SUBMISSION OF RECORDS - FEDERAL-AID PROJECTS:**

(7-17-07) (8-21-12)

SP1 G103

The Contractor's attention is directed to the Standard Special Provision entitled *Required Contract Provisions-Federal-Aid Construction Contracts* contained elsewhere in this proposal.

This project is located on a roadway classified as a local road or rural minor collector, therefore the requirements of Paragraph IV - Davis Bacon and Related Act Provisions are exempt from this contract.

## **PROJECT SPECIAL PROVISIONS**

### **INTRODUCTION:**

Durham Area Transit Authority (DATA) is the transportation system for the City of Durham (hereinafter City) and its surrounding region. DATA provides bus and paratransit services to the citizens and visitors of the triangle region to create a convenient and accessible transportation system in the area.

To enhance its rider's experience, DATA is implementing phase 2 of its Intelligent Transportation System (ITS), consisting of Automatic Vehicle Location (AVL) system and Passenger Advisory Signs (PAS) at selected bus stop locations. The PAS signs provide passengers with real-time departures and/or arrival information at the bus stops.

### **SCOPE:**

The City of Durham (hereinafter City) is hereby seeking bids from qualified vendors for 11 Solar Energy Kit Installations to power up to 11 passenger Advisory (outdoor) AVL Signs at select Bus Shelter locations throughout the City of Durham. The City of Durham currently has 16 outdoor AVL signs at its bus transfer station. These signs are powered by direct current (electricity) from the grid located at the transfer station. The City needs to install similar AVL signs at select bus stops location throughout the City and has decided to use solar energy to power these additional outdoor signs and is therefore requesting quotes from qualified solar energy vendors for the provision of solar energy to power the signs.

The bid should consist of a base price for each sign for either Pole Mounted Solar kit or for a Direct Shelter Mounted Solar Kit to support a 14" x 72" two-line shelter sign. The requested bid price is only for the purchase and installation of the Solar Energy Power Kits. The AVL signs to be used for the project are available and would be installed separately by another vendor. The selected vendor must therefore work closely with the sign installation group to complete the project.

All bidders are strongly encouraged to visit all solar sites listed in the bid document and determine the type of solar power installation that would be appropriate for each site. Any site specific issues that may be identified will only be discussed and resolved during the prebid conference.

### **REFERENCES:**

Provide at least three (3) client references for which you have supplied and installed Solar Power Energy Kits of similar size and scope. Provide the company name, contact name, contact phone and fax numbers and e-mail address, and a brief description of the project/job.



## **CURRENT AVL SIGNS:**

### **TwinVision ALLIED SIGN SYSTEM**

The TwinVision Passenger Information Display Sign System is an All LED and automatic electronic sign system. The intent of this sign system is to utilize as many common components that reside within current transit vehicles with EDDS Systems in order to provide commonality for aftermarket parts support and repair.



Two Line Display Signs: 14 rows x 72 columns; display minimum 4.25 inches, display width 28”.

### **DISPLAY & DISPLAY ILLUMINATION:**

The entire display area of all signs is readable in direct sunlight, at night, and in all lighting conditions between those two lighting extremes, with evenly distributed illumination appearance to the unaided eye.

All Sign displays consist of pixels utilizing High Intensity Light Emitting Diodes (“LED”), for superior outdoor environmental performance, (of Amber illumination appearance of light wavelength of 590 NM). LED is made of AlInGaP II, superior UV resistant Epoxy lens and superior resistance to the effects of moisture. Each pixel has a dedicated LED for illumination of that pixel in all lighting conditions. The sign system has multi-level intensity changes, which adjust automatically as a function of ambient lighting conditions. There is no requirement for any fan or any specialized cooling or air circulation. This LED can be mounted such as to be visible directly to the observer positioned in the viewing cone, allowing for full readability 65 degrees either side of the destination sign centerline. The LEDs is the only means of illumination of the sign system. The LED illumination source has an operating life M.T.B.F. of not less than 100,000 hours. Each LED does not consume more than 0.02 Watts. The characters formed by the System meets the requirements of the Americans with Disabilities Act (ADA) of 1990 Reference 49 CFR Section 38.39. Specification for Transit Bus Passenger Information Sign Systems “ARRIVAL & DEPARTURE SIGNS”

**SIGN ENCLOSURES:**

All Signs are enclosed in a manner such as to inhibit entry of dirt, dust, water and other contaminants during normal operation or cleaning. Access panels and display boards are mounted for ease of maintenance/replacement.

**ELECTRONIC SYSTEM REQUIREMENTS:**

All electronic circuit boards used in the Sign System are conformal coated to meet the requirements of military specification MIL-I-46058C. All Sign System components are certified to have been subjected to a "burn-in" test of a minimum of twelve (12) hours operation in a temperature of 150 degrees F. prior to final inspection.

**READABILITY:**

The Sign message is readable by a person with 20/20 vision, from a distance of not less than 110 feet. The Side Sign has a viewing cone of equal readability at 65 degrees on either side of a line perpendicular to the center of the mean plane of the display. The intensity of the illumination of the display pixels appears, to the naked eye, to be approximately uniform throughout the full viewing cone. The solar kit be used must meet all applicable EPA emission standards and shall have a complete three (3) year warranty.

**SOLAR POWER KIT:**

**The Contractor's Solar Power kit shall be furnished and constructed as follows:**

- a. Height of pole to be determined by field conditions, but not to exceed 16'
- b. Signal pole shall be cylindrical aluminum with a diameter of 4"
- c. Transformer base shall match 4" pole diameter
- d. Reinforced concrete foundation size varies with pole height (Minimum foundation 24"dia. x40"D with applicable reinforcement according to current NCDOT standards)
- e. The pole foundation must be structurally approved prior to installation
- f. Base mounting bolts into cylindrical foundation shall be 14"x3/4" threaded elbow bolts
- g. Conduit for grounding wire shall be installed within concrete foundation
- h. Solar array mounting dependent upon site conditions
- i. Mount solar array to provide adequate sun exposure per manufacturer's recommendations
- j. All wires to run in conduit from the AVL sign, to a junction box, through the foundation, transformer base, and inside the aluminum pedestal
- k. Wiring shall meet all NEC standards and local codes
- l. All installations must be inspected and approved by local authorities
- m. All attachments made to aluminum pole shall be banded or bolted as approved by Project Manager
- n. Prior to ordering or installing equipment the contractor shall submit material cutsheets to the Project manager for approval to ensure all equipment is compliant with the project specifications

- o. Control cabinet shall be heavy duty aluminum keyed with a number 2 lock, gelcell Batteries, Charge control, Digital timer
- p. All Fixtures to connect and power a 14" x 72" two- line AVL Shelter Sign as noted in these specifications
- q. The system shall not exceed three Solar Panels
- r. Solar array shall be mounted per manufacturer's recommendations
- s. The NEMA style cabinet shall be rack mount style and equipped with disconnect switch
- t. The NEMA style cabinet shall be adequately sized to house the control equipment, wiring and batteries
- u. All hardware and mounting materials, required equipment, wiring and fixtures (etc.) for each system is to be supplied and installed at the expense of the Contractor
- v. All equipment will operate normally between -25 degrees Fahrenheit and +150 degrees Fahrenheit, and between 20 % and 95% humidity
- w. Quoted Price to include Delivery and Installation of Solar Equipment
- x. Price to include a one year Maintenance/Service Agreement
- y. All other items necessary to provide a turn-key solar energy to power the outdoor signs to be supplied and constructed by the Contractor
- z. See attached detail drawing for additional installation information



## SITE SPECIFICATIONS AND LOCATIONS

### Raynor St at The Village (Outbound Routes 16, 3, and 13)

Lat/Long: 35.99411 N, -78.869717 W

Sign Type: Lead only, Silver, Solar, EVDO (Sprint), Non-Talking, Non-Lighting. Solar outfit must accommodate the power specification for all AVL signs.

Mount: Standard.

Solar: System Part Number: to be provided by vendor.

- a) Panel Size: to be determined by vendor.
- b) Mount: Pole mount.
- c) Battery Box Style: Upright TBD by vendor.



Figure1 – [Northbound] Outbound Routes 3, 13 & 16

**Raynor St at The Village (Inbound Routes 3, 16, 13)**

Lat/Long: 35.994308 N, -78.869739 W

Sign Type: Lead only, Silver, Solar, EVDO (Sprint), Non-Talking, Non-Lighting. Solar outfit must accommodate the power specification for all AVL signs.

Mount: Standard.

Twin Vision Sign, Part Number: 901-1472-500

Solar: System Part Number TBD

- a) Panel Size: Estimate 224W 801-0153-000
- b) Mount: Pole mount.
- c) Battery Box Style: to be determined by vendor.



Figure 2 – [Southbound] Inbound (Routes 3, 13, 16)



**Club Blvd at Dollar Ave (Opposite Northgate Mall, Inbound Route 1)**

Lat/Long: 36.01675 N, -78.909679 W

Sign Type: Lead only, Silver, Solar, EVDO (Sprint), Non-Talking, Non-Lighting. Solar outfit must accommodate the power specification for all AVL signs.

Mount: Standard.

Twin Vision Sign, Part Number: 901-1472-500

Solar: System Part Number TBD

- a) Panel Size: Estimate 224W 801-0153-000
- b) Mount: Pole mount.
- c) Battery Box Style: to be determined by vendor.



Figure 3-[Eastbound] Inbound Route 1



**Lawson St at Durham Tech (Route 8 Inbound)**

Lat/Long: 35.974431 N, -78.880576 W

Sign Type: Lead only, Silver, Solar, EVDO (Sprint), Non-Talking, Non-Lighting. Solar outfit must accommodate the power specification for all AVL signs.

Mount: Standard.

Twin Vision Sign, Part Number: 901-1472-500

Solar: System Part Number TBD (by vendor)

- a) Panel Size: Estimate 224W 801-0153-000
- b) Mount: Pole mount.
- c) Battery Box Style: To be determined by vendor.



Figure 4 – [Westbound] Inbound Route 8

**University Dr at Westgate (Inbound Route 10)**

Lat/Long: 35.9643 N, -78.95875 W

Sign Type: Lead only, Silver, Solar, EVDO (Sprint), Non-Talking, Non-Lighting. Solar outfit must accommodate the power specification for all AVL signs.

Mount: Standard.

Twin Vision Sign, Part Number: 901-1472-500

Solar: System Part Number TBD

- a) Panel Size: Estimate 224W 801-0153-000
- b) Mount: Pole mount.
- c) Battery Box Style: To be determined by vendor.



Figure 5 – [Eastbound] Inbound Route 10



### **Fayetteville St at Pilot St (Inbound Route 5)**

Lat/Long: 35.9637 N, -78.907248 W

Sign Type: Lead only, Silver, Solar, EVDO (Sprint), Non-Talking, Non-Lighting. Solar outfit must accommodate the power specification for all AVL signs.

Mount: Standard.

Twin Vision Sign, Part Number: 901-1472-500

Solar: System Part Number TBD

- a) Panel Size: Estimate 224W 801-0153-000
- b) Mount: Pole mount.
- c) Battery Box Style: To be determined by vendor.



Figure 6 – [Northbound]Inbound Route 5

**Fayetteville St at Pekoe (Inbound Route 5, 13)**

Lat/Long: 35.97352 N, -78.900919 W

Sign Type: Lead only, Silver, Solar, EVDO (Sprint), Non-Talking, Non-Lighting. Solar outfit must accommodate the power specification for all AVL signs.

Mount: Standard.

Twin Vision Sign, Part Number: 901-1472-500

Solar: System Part Number TBD

- a) Panel Size: Estimate 224W 801-0153-000
- b) Mount: Pole mount.
- c) Battery Box Style: To be determined by vendor.



Figure 7 – [Northbound] Inbound Route 5,13



**Fayetteville St at Brant (Outbound Route 5)**

Lat/Long: 35.975709 N, -78.90127 W

Sign Type: Lead only, Silver, Solar, EVDO (Sprint), Non-Talking, Non-Lighting. Solar outfit must accommodate the power specification for all AVL signs.

Mount: Standard.

Twin Vision Sign, Part Number: 901-1472-500

Solar: System Part Number TBD

- a) Panel Size: Estimate 224W 801-0153-000
- b) Mount: Pole mount.
- c) Battery Box Style: To be determined by vendor.



Figure 8 – [Southbound] Outbound Route 5

**Durham Regional Hospital (Outbound Route 4)**

Lat/Long: 36.03815 N, -78.89906 W

Sign Type: Lead only, Silver, Solar, EVDO (Sprint), Non-Talking, Non-Lighting. Solar outfit must accommodate the power specification for all AVL signs.

Mount: Standard.

Twin Vision Sign, Part Number: 901-1472-500

Solar: System Part Number TBD

- a) Panel Size: Estimate 224W 801-0153-000
- b) Mount: Pole mount.
- c) Battery Box Style: To be determined by vendor.



Figure 9- [Northbound] Outbound Route 4



**Durham Regional Hospital (Inbound 4, 7)**

Lat/Long: 36.03831 N, -78.89901 W

Sign Type: Lead only, Silver, Solar, EVDO (Sprint), Non-Talking, Non-Lighting. Solar outfit must accommodate the power specification for all AVL signs.

Mount: Standard.

Twin Vision Sign, Part Number: 901-1472-500

Solar: System Part Number TBD

- a) Panel Size: Estimate 224W 801-0153-000
- b) Mount: Pole mount.
- c) Battery Box Style: To be determined by vendor.



Figure 10 – [Southbound] Inbound Route 4, 9

### **New Hope Commons (Inbound Route 10)**

Lat/Long: 35.95435 N, -78.99653 W

Sign Type: Lead only, Silver, Solar, EVDO (Sprint), Non-Talking, Non-Lighting. Solar outfit must accommodate the power specification for all AVL signs.

Mount: Standard.

Twin Vision Sign, Part Number: 901-1472-500

Solar: System Part Number TBD

- a) Panel Size: Estimate 224W 801-0153-000
- b) Mount: Pole mount.
- c) Battery Box Style: To be determined by vendor.



Figure 11- (Westbound) Inbound Route 10

## APPENDIX

# **LISTING OF DBE SUBCONTRACTORS**

Firm Name and Address		Item No.	Item Description	* Agreed upon Unit Price	Sheet _____ of _____	** Dollar Volume of Item
Name						
Address						
Name						
Address						
Name						
Address						
Name						
Address						
Name						
Address						
Name						
Address						

This form must be completed in order for the Bid to be considered responsive and be publicly read.  
 Bidders with no DBE participation must so indicate this on the form by entering the word or number *zero*.





# **LISTING OF DBE SUBCONTRACTORS**

Firm Name and Address		Item No.	Item Description	* Agreed upon Unit Price	Sheet _____ of _____	** Dollar Volume of Item
Name						
Address						
Name						
Address						
Name						
Address						
Name						
Address						
Name						
Address						

\* The Dollar Volume shown in this column shall be the Actual Price Agreed Upon by the Prime Contractor and the DBE subcontractor, and these prices will be used to determine the percentage of the DBE participation in the contract.

\*\* Dollar Volume of DBE Subcontractor \$ \_\_\_\_\_  
Percentage of Total Contract Bid Price \_\_\_\_\_ %

\*\* - Must have entry even if figure to be entered is zero.

\*\* - *If firm is a Material Supplier Only, show Dollar Volume as 60% of Agreed Upon Amount from Letter of Intent.*  
*If firm is a Manufacturer, show Dollar Volume as 100% of Agreed Upon Amount from Letter of Intent.*

**This form must be completed in order for the Bid to be considered responsive and be publicly read.**  
**Bidders with no DBE participation must so indicate this on the form by entering the word or number zero.**



## Contract Safety Record Information

The Contractor's safety record shall be reviewed and evaluated in addition to other quality and performance criteria as part of bid evaluation process. Failure to provide the requested information and documentation may result in rejection of your bid as non-responsive. Accordingly, all bidders must submit the following information regarding their safety record.

The following definitions shall apply to this section:

"DART incident rate" – Acronym for "Days Away, Restrictions and Transfers". The DART incident rate may be used to show the relative level of injuries and illnesses within a firm compared to the industry. It is based only on those injuries and illnesses severe enough to warrant "Days Away, Restrictions and Transfers". The DART incident rate is calculated using OSHA's Form 300 and the following formula:

$$((\text{Number of entries in column H (days away from work) + column I (job transfer or restriction)} \times 200,000) / (\text{Number of hours worked by all employees})) = \text{DART Incident rate.}$$

"EMR" – Acronym for "Experience Modification Rate," is an indicator of a contractor's past safety performance, widely used by the insurance industry as an equitable means of determining premiums for workers' compensation insurance. The rating system considers the average workers' compensation losses for a given firm's type of work and amount of payroll and predicts the dollar amount of expected losses to be paid by that employer in a designated rating period, usually three years. The rating is based on comparison of firms doing similar types of work, and the employer is rated against the average expected performance in each work classification. Losses incurred by the employer for the rating period are then compared to the expected losses to develop an experience rating.

"OSHA" – Acronym for the Federal Occupational Health and Safety Administration. The term "OSHA" as used in this Policy also refers to any state or local agency having jurisdictional authorization to enforce worker safety requirements and assess fines or warnings for violation of worker safety standards.

1. OSHA DART Incident Rate. Provide the bidder's DART Incident Rate calculated from OSHA's Form 300 for the last three years and the other required information shown in the example table below. *The bidder must attach all supporting documentation and calculations including certified OSHA forms.*

YEAR	CONTRACTOR <b>DART</b> INCIDENT RATE	INDUSTRY <b>DART</b> INCIDENT RATE	INDUSTRY FIELD AND CODE

2. Experience Modification Rate (EMR). Provide the bidder's most recent Experience Modification Rate (EMR) based on insurance claims history. *The bidder must provide the source of the EMR information and contact information of insurer entity providing the EMR.*

YEAR	CONTRACTOR <b>EMR</b>	INDUSTRY FIELD AND CODE	NAME AND CONTACT INFO FOR <b>EMR</b> INFORMATION

3. Answer the following OSHA Specific Questions:

(a) Within the last 2 years, has the bidder received any citations classified by OSHA as being (1) serious, (2) willful and/or (3) repeat violations where your company operates?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, attach a copy of each such citation and violation.

(b) Has the bidder experienced any work-related fatalities within the last five years?

Yes \_\_\_\_\_ No \_\_\_\_\_

(c) Has the bidder had any citations issued by OSHA as a result of work related fatalities within the past 5 years?

Yes \_\_\_\_\_ No \_\_\_\_\_

(d) Is the bidder under investigation for any work-related fatalities?

Yes \_\_\_\_\_ No \_\_\_\_\_

(e) If your answer is "yes" to 3(b), (c) or (d), provide a copy of the citation(s), list of number(s) of fatalities and documented explanation of the fatality.

4. Safety Plan:

(a) Does the company have a written safety program that includes responsibility for all aspects of safety management?

Yes \_\_\_\_\_ No \_\_\_\_\_

(b) Does the company have a written plan for safety training of new employees and ongoing training of existing employees?

Yes \_\_\_\_\_ No \_\_\_\_\_

(c) Does the company have documented evidence of safety training that they have conducted?

Yes \_\_\_\_\_ No \_\_\_\_\_

(d) If the company has employees with limited English ability, does the company have a written plan for ensuring that their employees understand the training they are being given?

Yes \_\_\_\_\_ No \_\_\_\_\_

(e) Do all supervisors have an appropriate documented level of OSHA training (e.g., a minimum of 30 hour OSHA construction safety training)?

Yes \_\_\_\_\_ No \_\_\_\_\_

(f) Do employees have documented basic OSHA 10 hour construction safety training?

Yes \_\_\_\_\_ No \_\_\_\_\_

(g) Does the company have a documented Hazard Communication Program?

Yes \_\_\_\_\_ No \_\_\_\_\_

5. Required Written Explanation of Safety Record. If the bidder has any of the following: (a) DART incident rate greater than its industry average, (b) an EMR greater than 1.0, (c) answered "yes" to any of the OSHA Specific Question above, or (d) answered "no" to any of the Safety Plan questions, the bidder shall provide the City, in its bid, a detailed written explanation of its safety record and the reasons why such safety history is NOT representative of its future performance and what specific actions it has taken to improve its overall safety record. Failure to provide a written explanation of its safety record pursuant to this paragraph may be deemed as non-responsive by the City.

|

## City of Durham Department of Transportation BID FORM

DESCRIPTION:   INSTALLATION OF INDUCTIVE LOOP DETECTORS IN DURHAM

CONTRACTOR: \_\_\_\_\_

ITEM	SECT	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT BID
1	PM	SOLAR ENERGY KIT INSTALLATIONS	11	EA		

***TOTAL BID FOR PROJECT:*** \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

ADDRESS \_\_\_\_\_

Federal Identification Number \_\_\_\_\_ Contractors License Number \_\_\_\_\_

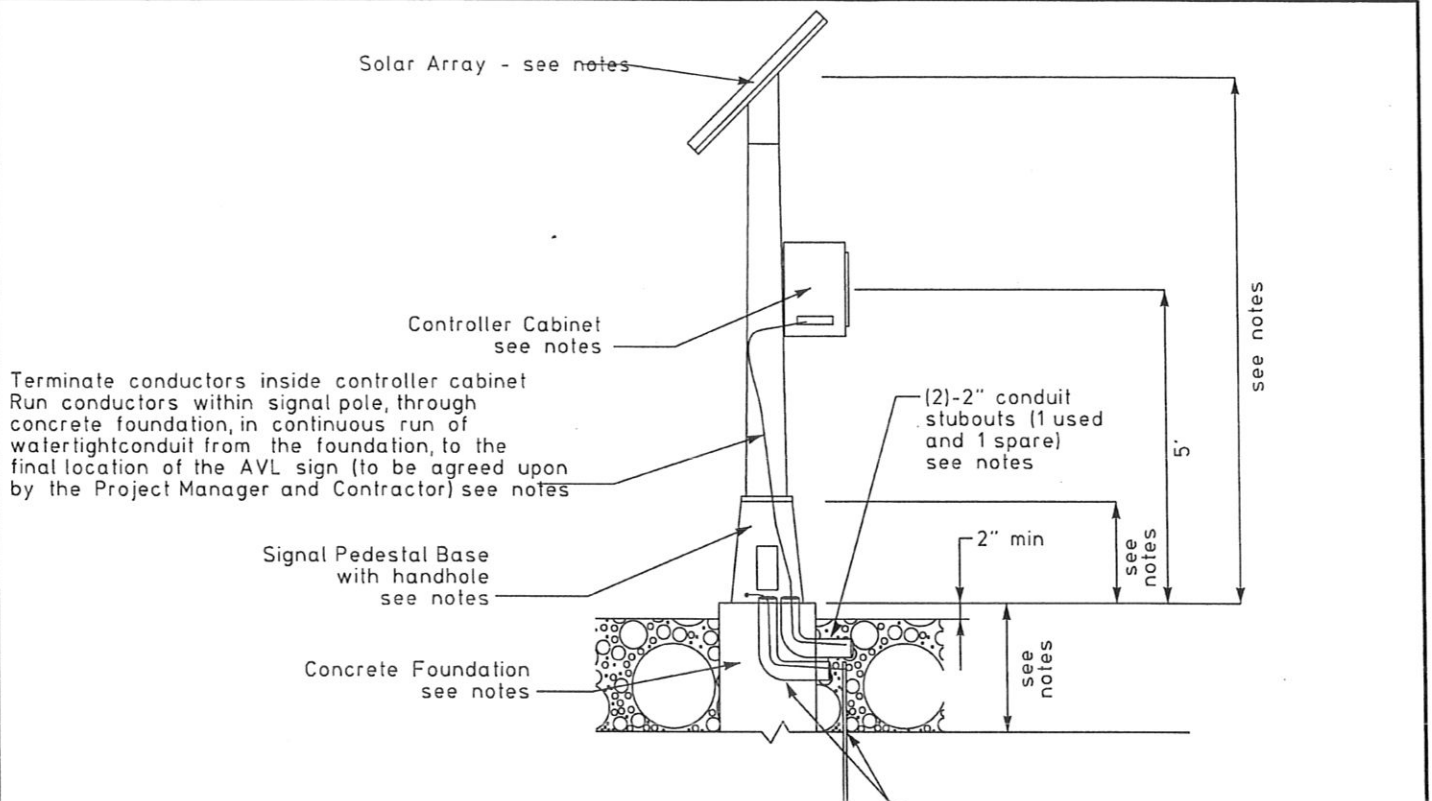
Authorized Agent \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

---



#### NOTES:

- Height of pole to be determined by field conditions, but not to exceed 16'
- Signal pole shall be cylindrical aluminum with a diameter of 4"
- Transformer base shall match 4" pole diameter
- Reinforced concrete foundation size varies with pole height (Minimum foundation 24" dia. x 40"D with applicable reinforcement according to current NCDOT standards)
- The pole foundation must be structurally approved prior to installation
- Base mounting bolts into cylindrical foundation shall be 1/4"x3/4" threaded elbow bolts
- Conduit for grounding wire shall be installed within concrete foundation
- Solar array mounting dependent upon site conditions
- Mount solar array to provide adequate sun exposure per manufacturer's recommendations
- All wires to run in conduit from the AVL sign, to a junction box, through the foundation, transformer base, and inside the aluminum pedestal
- Wiring shall meet all NEC standards and local codes
- All installations must be inspected and approved by local authorities
- All attachments made to aluminum pole shall be banded or bolted as approved by Project Manager
- Prior to ordering or installing equipment the contractor shall submit material cut sheets to the Project manager for approval to ensure all equipment is compliant with the project specifications
- Control cabinet shall be heavy duty aluminum keyed with a number 2 lock, gelcell Batteries, Charge control, Digital timer
- All Fixtures to connect and power a 14x x 72x two- line AVL Shelter Sign as noted in these specifications
- The system shall not exceed three Solar Panels
- Solar array shall be mounted per manufacturer's recommendations
- The NEMA style cabinet shall be rack mount style and equipped with disconnect switch
- The NEMA style cabinet shall be adequately sized to house the control equipment, wiring and batteries
- All hardware and mounting materials, required equipment, wiring and fixtures (etc.) for each system is to be supplied and installed at the expense of the Contractor
- All equipment will operate normally between -25 degrees Fahrenheit and +150 degrees Fahrenheit, and between 20 % and 95% humidity
- Quoted Price to include Delivery and Installation of Solar Equipment
- Price to include a one year Maintenance/Service Agreement
- All other items necessary to provide a turn-key solar energy to power the outdoor signs to be supplied and constructed by the Contractor

(1)-1" conduit stubout  
8"x5/8" dia. copper ground rod to be located at least 1' from base of foundation and grounded/bonded to all equipment for the entire structure per NCDOT/NEC requirements. Use conduit to run ground wire between structure and ground rod.

DURHAM



1869  
CITY OF MEDICINE

DATE:  
03/01/2013

REVISED:  
N/A

## CITY OF DURHAM AVL SOLAR PANEL INSTALLATION DETAIL

CITY OF DURHAM, NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

SCALE:  
NONE

DETAIL NO:  
1.1